akam
Associates, Inc.
Exceptional Management
Impeccable Reputation
An AKAM® Living Services Company

260 Madison Avenue
12th Floor
New York, New York 10016
Phone: 212.986.0001
Fax: 212.986.0002
www.akam.com

85 LIVINGSTON TENANTS CORPORATION
85 LIVINGSTON STREET
BROOKLYN, NY 11201
SUBLET APPLICATION

The following is a list of the items that you are required to submit for the board to review your application. Please be sure to provide all the information requested. Applications received that are missing ANY of the following items will NOT be accepted for processing and will be returned to the applicant.

Important Information (please read carefully before completing your application.

Please submit one (1) original collated set of the completed application package. Please make sure that application package contain ALL required documentation. All documents should be provided as single sided (NOT printed on both sides), and be free of any staples or small paper clips. Required documents may be separated by dividers. Please note that documents will not be returned and that the applicant is advised to retain a copy for their records.

1. No application will be considered by the board until the shareholder is current on all obligations to the corporation.
2. The Board of Directors may request additional information and/or documentation to support the information provided with the application.

Complete & Return the Following Forms Provided

1. Sublet Application – Part I (4 pages)
   MUST BE COMPLETED IN ITS ENTIRETY & SIGNED. APPLICATION WILL NOT REVIEWED IF SECTIONS ARE LEFT BLANK. MUST BE TYPED OR PRINTED LEGIBLY IN BLACK OR BLUE INK

2. Financial Statement Form and Affidavit of Net Worth and Income
   MUST BE COMPLETED IN ITS ENTIRETY & SIGNED. PLEASE MAKE SURE THAT ALL AMOUNTS MATCH YOUR SUPPORTING DOCUMENTS EXACTLY. MUST BE TYPED OR PRINTED LEGIBLY IN BLACK OR BLUE INK

3. Sublet Fees Acknowledgement Form (1 page)
   MUST BE SIGNED BY APPLICANT(S).

4. Credit Report Authorization Form (1 page)
   MUST INCLUDE SOCIAL SECURITY NUMBER AND US RESIDENTIAL ADDRESS (NO P.O. BOXES) MUST BE TYPED OR PRINTED LEGIBLY IN BLACK OR BLUE INK

BOXES) MUST BE TYPED OR PRINTED LEGIBLY IN BLACK OR BLUE INK

5. Use of Premises, House Rules & Policy Acknowledgement Form (1 page)
   MUST BE SIGNED BY APPLICANT(S).

6. Lead Paint and/or Lead-Based Paint Hazards Disclosure (1 page)
   MUST BE SIGNED AND INITIALED BY ALL PARTIES ((LESSOR, LESSEE, AND AGENT(S) IF APPLICABLE)

7. Window Guards Notice (1 page)
   MUST BE SIGNED BY APPLICANT(S).

8. Bed Bug Affidavit (1 page)
   MUST BE SIGNED BY BOTH SHAREHOLDER AND SUBTENANT.

9. Sprinkler Disclosure Rider (1 page)
   MUST BE SIGNED BY BOTH SHAREHOLDER AND SUBTENANT.

10. Applicant's Release (2 page)
    MUST BE SIGNED BY APPLICANT(S)

11. Occupancy & Pet Statement (1 page)
   MUST BE COMPLETED AND APPLICANT(S)/OCCUPANTS

12. Security Camera Acknowledgement (1 page)
    MUST BE SIGNED BY APPLICANT(S)

13. Insurance Acknowledgement (1 page)
    MUST BE SIGNED BY APPLICANT(S).

14. Sublease Policy Acknowledgement (1 page)
    MUST BE SIGNED BY APPLICANT(S)/ OCCUPANT(S).

15. Rider to Sublease Agreement (2 pages)
    MUST BE SIGNED BY SHAREHOLDER(S) AND APPLICANT(S)

16. Lender's Requirements: Any shareholder who has a bank loan on their apartment must obtain written consent of the bank, Prior to Board consideration of the application.

17. Sublease Application Shareholder Information & Addendum to Sublease (2 pages)
    MUST BE SIGNED BY SHAREHOLDER(S)

18. Letter from Shareholder to Board stating why they need to sublet the apartment

19. Point of Service Agreement (1 page)
    MUST BE SIGNED BY SHAREHOLDER(S) AND DESIGNATED AGENT, IF YOU WILL NOT BE RESIDING IN NEW YORK STATE. MUST BE NOTARIZED

20. Insurance Acknowledgement Form (1 page)
    MUST BE SIGNED BY SHAREHOLDER(S)

21. Certificate of Insurance- Shareholder shall maintain liability insurance commonly known covering the premises and naming the Corporation as additionally insured and shall provide a certificate evidencing such insurance

22. W-9 Form (1 Page)
    MUST BE COMPLETED BY THE SHAREHOLDER FOR THE TWO MONTH'S SECURITY DEPOSIT.

Provide the Following Documentation

1. Copy of Sublease Agreement- REBNY Form
   MUST BE EXECUTED BY ALL PARTIES

2. Verification of Assets & Liabilities listed in Financial Statement Form- Two consecutive months of statements
   MUST INCLUDE ALL PAGES OF EACH STATEMENT LISTED. STATEMENTS MUST CLEARLY SHOW THE ACCOUNT HOLDERS NAME
   AND ACCOUNT NUMBER. ALL ASSETS & LIABILITES MUST BE ACCOUNTED FOR IF LISTED.

3. Employment & Salary / Income Verification Letter AND Copies of Last Two Paystubs
   MUST BE ON COMPANY LETTERHEAD AND INCLUDE SALARY, LENGTH OF EMPLOYMENT, AND SUPERVISOR/HR CONTACT DETAILS. IF SELF EMPLOYED PLEASE ENCLOSE A NOTARIZED LETTER FROM YOUR C.P.A.

4. Two (2) Personal Reference Letters
   MUST BE SIGNED, DATED, AND INCLUDE REFEREE'S CONTACT INFORMATION.
   (NO SUBORDINATES OR FAMILY MEMBERS CAN BE USED)

5. Current Landlord / Managing Agent Reference Letter
   MUST INCLUDE MONTHLY RENT, LENGTH OF OCCUPANCY, REFEREE'S CONTACT INFORMATION, AND BE SIGNED & DATED. IF YOU CURRENTLY OWN YOUR OWN HOME, PLEASE PROVIDE PROOF OF OWNERSHIP AND EXPLANATION OF PLANS FOR THAT RESIDENCE.

6. Latest Two Years Federal Income Tax Returns
   MUST INCLUDE ALL SCHEDULES & PAGES, AND BE SIGNED. APPLICATIONS SUBMITTED AFTER APRIL 15TH MUST INCLUDE MOST RECENT TAX RETURN OR A COPY OF YOUR EXTENSION AND THE TAX RETURN FOR THE PREVIOUS YEAR.

7. W2 forms and/or 1099 forms for two years.

Additional Information (for your review only, please DO NOT return)

1. House Rules and Policies

2. "Protect Your Family from Lead in Your Home" EPA Pamphlet.

Address for Delivery of Application Packages

Please submit all completed application packages, along with fees, directly to:

AKAM Associates, Inc.
Attn: Transfer/Closings Department
260 Madison Avenue, 12th Floor
New York, NY 10016

akam®
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Fax: 212.986.0002
www.akam.com

Fees to be submitted with application (CERTIFIED CHECKS OR MONEY ORDERS ONLY):

1. $700.00 processing fee; check made payable to AKAM Associates, Inc.
2. $150.00 credit check fee, per applicant; check made payable to AKAM Associates, Inc.
3. $500.00 Move In Fee from Subtenant (non-refundable); check made payable to 85 Livingston Tenants Corp.
4. $500.00 Move in Deposit from Subtenant (refundable); check made payable to 85 Livingston Tenants Corp.
5. $500.00 Move Out Fee from Subtenant (non-refundable) **CERTIFIED CHECK ONLY;** made payable to 85 Livingston Tenants Corp.
6. $500.00 Move Out Deposit from Shareholder (refundable) **CERTIFIED CHECK ONLY;** made payable to 85 Livingston Tenants Corp.

Other Fees

1. $ Annual Sublet Fee ** See Below Payable to: 85 LIVINGSTON TENANTS CORP.**

****20% of the annual maintenance for the first year**
30% of the annual maintenance for the second year
40% of the annual maintenance for the third year
60 % of the annual maintenance for the fourth year
100% of the annual maintenance for the fifth year

2. $ Two Month's Maintenance Security Deposit Payable to: 85 LIVINGSTON TENANTS CORP. to be held for the term of the sublease payable by the shareholder.

Please be advised:
-a sub-tenant may NOT move any belongings of theirs into the apartment without first being interviewed by the board of directors and fully approved.

-this sublease term must be for a one (1) year period only (no shorter, no longer). The board of directors will consider renewal of a sublease for an additional one (1) year term (except in the case of a death of a shareholder), if a written request is made no sooner that 90 days and no later than 60 days prior to the expiration of the current one year term.

*****This application was created using Adobe Acrobat. The forms can be opened, filled out, and printed using Adobe Acrobat or Adobe Acrobat Reader (versions 5.0 and above). If you do not have Adobe Acrobat Reader on your computer, you can download it free of charge from www.adobe.com. Where a signature is required, please sign after printing the application. Electronic signatures are not permitted.***

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Today's Date: _____
Applicant's Last Name(s):_____
Unit #:_____

COOPERATIVE LEASE APPLICATION

GENERAL INFORMATION

Building Name _____ **Length of Lease** _____ **Unit #** _____

Building Address _____ **Lease Start Date** _____

Monthly Rent _____ **Lease End Date** _____

Annual Rent _____ **Security Deposit** _____

OWNER'S INFORMATION

Owner's Name(s) _____ Home Phone _____

Current Address _____ Cell Phone _____

_____ Email Address _____

APPLICANT'S INFORMATION

	Applicant	**Co-Applicant**
Name		
Email Address		
Home Phone		
Cell Phone		
Work Phone		
Current Address		
Time at Address	From _____ to _____	From _____ to _____
Own or Rent?	☐ Own ☐ Rent ☑ Live at Home ☐ Other	☐ Own ☐ Rent ☐ Live at Home ☐ Other
Landlord/Agent		
Address		

EMPLOYMENT INFORMATION

	Applicant	**Co-Applicant**
Employment Status	☐ Full-Time ☐ Part-Time ☐ Self Employed ☐ Retired ☐ Student ☐ Unemployed	☐ Full-Time ☐ Part-Time ☐ Self Employed ☐ Retired ☐ Student ☐ Unemployed
Profession		
Current Employer		
Empl. Address		
City/State/Zip		
Employment Dates	From _____ to _____	From _____ to _____
Supervisor's Name		
Supervisor's Phone		
Annual Base Salary		
Prior Employer		
Empl. Address		
City/State/Zip		
Employment Dates	From _____ to _____	From _____ to _____

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Today's Date: _____
Applicant's Last Name(s):_____
Unit #:_____

COOPERATIVE LEASE APPLICATION

Supervisor's Name _____ _____

Supervisor's Phone _____ _____

Education History _____ _____

FINANCIAL INFORMATION

1. Bank Name _____ _____

Address _____ _____

Account Type ☐ Checking ☐ Savings ☐ Loan ☐ Checking ☐ Savings ☐ Loan

2. Bank Name _____ _____

Address _____ _____

Account Type ☐ Checking ☐ Savings ☐ Loan ☐ Checking ☐ Savings ☐ Loan

3. Bank Name _____ _____

Address _____ _____

Account Type ☐ Checking ☐ Savings ☐ Loan ☐ Checking ☐ Savings ☐ Loan

4. Stockbroker, CPA or Executor ***(if any)*** _____ _____

Firm Name _____ _____

Address _____ _____

Phone _____ _____

Email Address _____ _____

PERSONAL REFERENCES

1. Name _____ _____

Phone _____ _____

Email Address _____ _____

2. Name _____ _____

Phone _____ _____

Email Address _____ _____

3. Name _____ _____

Phone _____ _____

Email Address _____ _____

PROFESSIONAL REFERENCES

1. Name _____ _____

Phone _____ _____

Email Address _____ _____

2. Name _____ _____

Phone _____ _____

Email Address _____ _____

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Today's Date: _____
Applicant's Last Name(s): _____
Unit #: _____

COOPERATIVE LEASE APPLICATION

3. Name _____ _____
Phone _____ _____
Email Address _____ _____

GUARANTOR INFORMATION ☐ ***Not Applicable***

Name of Guarantor _____
Relation to Applicant _____
Guarantor Phone _____

EMPLOYMENT INFORMATION
Employment Status ☐ Full-Time ☐ Part-Time ☐ Self Employed ☐ Retired ☐ Student ☐ Unemployed
Profession _____

FINANCIAL INFORMATION

1. Bank Name _____
Address _____
Account ☐ Checking ☐ Savings ☐ Loan

2. Bank Name _____
Address _____
Account ☐ Checking ☐ Savings ☐ Loan

Current Employer _____
Empl. Address _____
City/State/Zip _____
Employ. Dates From _____ to _____
Supervisor Name _____
Supervisor Phone _____
Annual Base Salary _____

ADDITIONAL INFORMATION

Names & ages for all occupants _____ _____
_____ _____
_____ _____

Name(s) of residents in building known by Applicant(s) _____
_____

Do you have pets? ☐ Yes ☐ No *(Please refer to the building rules regarding pets)*
If yes, list type, breed and age _____

Do any occupants smoke? (cigarettes, cigars, pipes, etc.) ☐ Yes ☐ No

Occupancy will be ☐ Full-time ☐ Part-time ☐ Pied-A-Terre

The foregoing application, including all personal and financial information, has been carefully prepared, and the undersigned hereby solemnly declare(s) and certifies that all the information is true and correct and that all financial information submitted is a true and accurate statement of the undersigned as of the date set forth by each signature. The agents neither bear nor assume any responsibility whatsoever for the verification of completeness of the information contained herein. In addition, the undersigned hereby authorize(s) the managing agent and condominium association to share such portions of the application as they may reasonably believe necessary to fulfill the purposes of this application with other parties, and further agree to hold the managing agent, its employees and agents harmless from any error or omission in the transfer of the information or the distribution of such information to third parties.

Applicant _____ Date _____

Co-Applicant _____ Date _____
(If Applicable)

Guarantor _____ Date _____

Financial Statement

Applicant: _____ **Co-Applicant:** _____

Address: _____ **Address:** _____

The following is submitted as being a true and accurate statement of the financial condition of the undersigned on the:

_____ day of _____ 20 __ __

ASSETS	Applicant	Co-Applicant
Cash in banks *(Schedule A)*		
Money Market Funds		
Contract Deposit		
Investments: Stocks and Bonds *(Schedule B)*		
Investments in Own Business		
Accounts and Notes Receivable		
Real Estate Owned *(Schedule C)*		
Automobiles:		
Year		
Make		
Personal Property and Furniture		
Life Insurance Cash Surrender Value		
Retirement Funds/ IRA		
401K		
KEOGH		
Profit Sharing/ Pension Plan		
Other Assets *(Schedule D)*		
TOTAL ASSETS		
COMBINED ASSETS		

LIABILITIES	Applicant	Co-Applicant
Notes Payable *(Schedule E)*		
To Banks		
To Relatives		
To Others		
Installment Accounts Payable:		
Automobile		
Other		
Other Accounts Payable		
Mortgages Payable on Real Estate *(Schedule F)*		
Unpaid Real Estate Taxes		
Unpaid Income Taxes		
Chattel Mortgages		
Loans on Life Insurance Policies (Include Premium Advances)		
Outstanding Credit Card Debt		
Other Debts *(Schedule G)*		
TOTAL LIABILITIES		
NET WORTH		
COMBINED LIABILITIES		

SOURCES OF INCOME / MONTHLY	Applicant	Co-Applicant
Base Salary		
Overtime Wages		
Bonus and Commissions		
Dividends and Interest Income		
Real Estate Income (Net)		
Other Income Including Gifts *(Schedule H)*		
TOTAL		

PROJECTED EXPENSES / MONTHLY	Applicant	Co-Applicant
Maintenance		
Apartment Financing		
Other Mortgages		
Bank Loans		
Auto Loans		
Other:		
TOTAL		
COMBINED TOTAL		

GENERAL INFORMATION	Applicant	Co-Applicant
Personal Bank Accounts at		
Savings and Loan Accounts at		
Purpose of Loan		

CONTINGENT LIABILITIES		
An Endorser or Co-maker on Notes		
Alimony Payments (Annual)		
Child Support		
Are you a defendant in any legal action?	☐ Yes	☐ No
Are there any unsatisfied judgments?	☐ Yes	☐ No
Have you ever taken bankruptcy? Explain:	☐ Yes	☐ No

Itemized Schedules

Please include verification statements and proof of liquid assets as required by your coop or condo.

A: ITEMIZED SCHEDULE OF CASH

Applicant or Co-Applicant	Financial Institution	Type of Account	Account Balance

B: ITEMIZED SCHEDULE OF STOCKS AND BONDS

Amount/ No. of Shares	Description	Marketable Value	Non-Marketable Value

C: ITEMIZED SCHEDULE OF REAL ESTATE

Description and Location	Date Acquired	Cost	Actual Value	Mortgage Amount	Maturity Date	Monthly Operating Costs	Residential or Commercial (If commercial, what are the gross rents?)

D: ITEMIZED SCHEDULE OF OTHER ASSETS

Description	Amount

E: ITEMIZED SCHEDULE OF NOTES PAYABLE

To Whom Payable	Date	Amount	Due	Interest	Pledged as Security
				0.0000%	
				0.0000%	
				0.0000%	
				0.0000%	

F: ITEMIZED SCHEDULE OF MORTGAGES PAYABLE

To Whom Payable	Mortgage Amount	Principal Remaining	Maturity Date

G: ITEMIZED SCHEDULE OF OTHER LIABILITIES

Description	Amount	Date	Payments	Security

H: ITEMIZED SCHEDULE OF OTHER INCOME

Source	Amount Last Year	Is this recurring?

IF YOU ARE A PRINCIPAL OF OR ARE EMPLOYED BY A FAMILY BUSINESS, PLEASE COMPELTE THIS SECTION:

	Applicant	Co-Applicant
Dividend or partnership income (present year)		
Dividend or partnership income (prior year)		
Dividend or partnership income (second prior year)		

The foregoing application has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all information contained herein is complete, true, and correct. The information is submitted as being a true and accurate statement of the financial condition of the undersigned on the _____ day of _____ , 20 __ __ .

X _____ _____
Applicant Date

X _____ _____
Co- Applicant Date

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CONSENT FORM – DISCLOSURE OF INFORMATION

Applicant

Name: _____

Date of Birth: _____ Social Security #: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Co-Applicant

Name: _____

Date of Birth: _____ Social Security #: _____

Home Address: _____

City: _____ State: _____ Zip: _____

If Applicable

Guarantor/Other Adult

Name: _____

Date of Birth: _____ Social Security #: _____

Home Address: _____

City: _____ State: _____ Zip: _____

I hereby give consent for an investigative consumer report to be done on me for tenancy purposes. I hereby authorize, without reservation, any law enforcement agency, administrator, state agency, state repository, former employer, corporation, credit agency, educational institution, city, state, federal court, military institution, information service bureau, employer or insurance company contacted by AKAM Associates or Tenant Alert to furnish any and all information required. I do understand the investigation will include information from law enforcement agencies, state agencies and public records information, such as credit, social security, criminal, motor vehicle and workers' compensation in accordance with the American with Disabilities Act. This report will include information as to my character work habits, performance and experience, along with the reasons for termination of past employment from previous employers. This releases the aforesaid parties from any liability and responsibility for collecting the above information at any time.

According to the Fair Credit Reporting Act (Law 91-508) SS 606:
A person may not procure or cause to be prepared an investigative consumer report on any consumer unless it is clearly and accurately disclosed to the consumers that an investigative consumer report including information as to his character, general reputation, personal characteristics and mode of living and employment history, whichever are applicable, may be made. I also understand that if I am denied tenancy because of the consumer investigation, it is my right to have the name of the agency or agencies disclosed to me within the time allowed. This authorization, in original or copy form, shall be valid for this and any further reports or updates that may be requested.

Applicant's Signature: _____ Date: _____

Co-Applicant's Signature: _____ Date: _____

Guarantor/Other Adult's Signature: _____ Date: _____

Disclosure of information on Lead-based Paint and/or Lead-Based Paint Hazards
RENTALS

Property Address: _____

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) ___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

_____

_____

_____

_____

(ii) ___ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards are present in the housing.

(b) Records and reports available to the lessor (Check (i) or (ii) below):

(i) ___ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

_____

_____

_____

(ii) ___ Lessor has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) ____ Lessee has received copies of all information listed above.

(d) ____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home.*

Agent's Acknowledgment (initial)

(e) ____Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
LESSOR	DATE	CO-LESSOR	DATE
_____	_____	_____	_____
LESSEE	DATE	CO-LESSEE	DATE
_____	_____	_____	_____
AGENT	DATE	AGENT	DATE

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

Michael R. Bloomberg, *Mayor*
Thomas R. Frieden, MD, MPH, *Commissioner*

WINDOW GUARDS REQUIRED

Notice to Tenant or Occupant

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment:
if a child 10 years of age or younger lives in your apartment,
OR
if you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

CHECK ALL THAT APPLY

☐ **CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT**

☐ **NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT**

☐ **I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER**

☐ **WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS***

☐ **WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS***

☐ **WINDOW GUARDS NEED MAINTENANCE OR REPAIR**

☐ **WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR**

_____
Occupant (Print)

_____ _____
Occupant's Signature: **Date**

_____ _____
Occupant's Address **Apt No.**

RETURN THIS FORM TO:

AKAM Associates, Inc.
260 Madison Ave, 12th Floor
New York, NY 10016

For Further Information Call:
Window Falls Prevention (212) 676-2162

***Except windows giving access to fire escapes or a window on the first floor that is a required means of egress from the dwelling unit**

.

NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s):

Subject Premises:

Apt. #:

Date of vacancy lease:

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

[ ] There is no history of any bedbug infestation within the past year in the building or in any apartment.

[ ] During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____floor(s).

[ ] During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.

[ ] During the past year the apartment had a bedbug infestation history and eradication measures were employed.

[ ] During the past year the apartment had a bedbug infestation history and eradication measures were not employed.

[ ] Other: _____.

Signature of Tenant(s): _____Dated: _____

Signature of Owner/Agent: _____ Dated: _____

THE REAL ESTATE BOARD OF NEW YORK, INC.
SPRINKLER DISCLOSURE LEASE RIDER

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of tenant(s): _____

Lease Premises Address: _____

Apartment Number: _____(the "Leased Premises")

Date of Lease: _____

CHECK ONE:

1. ☐ **There is NO Maintained and Operative Sprinkler System in the Leased Premises.**

2. ☐ **There is a Maintained and Operative Sprinkler System in the Leased Premises.**

   A. The last date on which the Sprinkler System was maintained and inspected was on_____.

A "Sprinkler System" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

Acknowledgment & Signatures:

I, the Tenant, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.

Tenant : Name: _____
Signature: _____ Date _____

Name: _____
Signature: _____ Date: _____

Owner Name: _____
Signature _____ Date _____

FINANCIAL STATEMENT

AFFIDAVIT AS TO NET WORTH AND INCOME

(NOTE: If purchase, loan, or sublease is being made by more than one person, each applicant must submit an affidavit as to the applicant's net worth and income).

State of New York }
}SS#
County of _____ }

_____, being duly sworn, deposes and states the following:

I submit herewith a true statement of my assets, liabilities and current net income. I make this affidavit in order to induce the Board of Directors of 85 Livingston Street New York, NY ("The Apartment Corporation") to approve the sublet of apartment _____.

Applicant's Signature_____

Sworn to me this _____day of

_____, 20_____.

_____
NOTARY PUBLIC

USE OF PREMISES, HOUSE RULES, BY LAWS & POLICY ACKNOWLEDGEMENT

To: The Board of Directors of 85 Livingston Tenants Corp.

Building Address 85 Livingston Street
Brooklyn, New York 11201

The undersigned, as purchaser(s) or sublessee(s) of the apartment listed below, located at 85 Livingston Street, Brooklyn, NY hereby acknowledge(s) and agree(s) that use of the apartment for non-residential purposes, including, without limitation, use as a medical or professional office, is not permitted.

The undersigned also acknowledge(s) that I/we have read and/or received copies of the House Rules, and various policies of the corporation including but not limited to subletting, moving in or out of the building, trash disposal, etc. and that I/we understand and agree to abide by same.

Applicant (Print)	Applicant (Signature)
Co-Applicant (Print)	Co-Applicant (Signature)
Occupant (Print)	Occupant (Signature)
Apt No.	Apt No.
Date	Date

House Rules

1. As used in these House Rules, the term "Lessee" shall include shareholder, tenant, subtenant, any other persons residing in the apartment, and guests. The term "Lessor: as used in these Rules shall mean the Apartment Corporation (85 Livingston Tenants Corporation).

2. The public halls and stairways of the building hall not be obstructed or used for any purpose other than entering and exiting the apartments in the building, and the fire stairs and terraces shall not be obstructed in any way.

3. No patient of any doctor, who has offices in the building, not any member of the health cub, shall be permitted to wait in the lobby.

4. No lessee member shall be permitted in the common area of the building without proper attire.

5. No health club member shall be permitted in the building unless he or she is properly attired.

6. Children shall not play in public halls, stairways, fire stairs or elevators.

7. No lessee shall be permitted on the roof.

8. No public hall of the building shall be decorated or furnished by any lessee in any manner without the prior written consent of the Board of Directors.

9. No Lessee shall make or permit any disturbing noises in the building, or do anything or permit anything to be done therein, which will unreasonably interfere with the right, comfort or convenience of other Lessees. No lessee shall play upon or permit to be played upon any musical instrument, or allow to be operated any phonograph, CD, tape deck, radio, television, etc., in such Lessee's apartment between the hours of 11:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the building.

10. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 9:00 a.m. and 5:00 p.m.

11. All moving into or out of the building must be done on weekdays only (not including legal holidays) between the hours of 9:00 a.m. and 5:00 p.m., and must be scheduled in advance with the managing agent.

12. No article shall be placed in the halls or on the staircase landings or fire stairs, nor shall anything be hung or shaken from the doors, windows or terraces or placed upon the outside window sills of the building.

13. No awnings, window air conditioning units or ventilators shall be used in or about the building, nor shall anything be projected out of any window of the building.

14. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the lessor.

15. All deliveries to the apartments must be made via the service entrance and service elevator after the delivery person has first checked with the doorman to make sure that the lessee is at home. When the service entrance is closed, the delivery person shall be permitted to walk through the lobby in order to gain access to the service elevator.

16. Trunks and heavy baggage must be taken in or out of the building through the service entrance.

17. No bicycles, scooters, skateboards or similar vehicles shall be allowed to stand in any public hall, passageway, or other common area of the building. Such vehicles shall enter and exit the building only through the service entrance and elevator.

18. No lessee shall send any employee of the Lessor out of the building on any private business during the employee's working hours; nor shall any Lessee engage any employee of the Lessor in work of a private nature within the apartment during the employee's working hours.

19. All pets except those contained securely in a carrying case must be taken in and out of the building via the service entrance and elevator. When the service entrance is locked, pets may be taken in and out of the building through the main entrance, but the service elevator must still be used. PETS NOT IN A CARRYING CASE ARE NOT PERMITTED IN THE PASSENGER ELEVATORS AT ANY TIME. No pet shall be permitted in any public portion of the building unless it is carried or on a leash.

20. No radio or television aerial shall be attached to or hung from the exterior of the building.

21. Use of the laundry room is restricted to residents, their guest or employees, of the building only. Residents shall use the laundry room only during such hours as may be designated by the Lessor.

22. Unless expressly authorized by the Lessor in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least 80% of the floor area of each room excepting only kitchens, bathrooms, closets and foyer.

23. The lessee shall keep the windows of the apartment clean. In case of the failure of the Lessee to clean said windows within ten days after receiving notice in writing from the Lessor or the Managing Agent to do so, such cleaning may be done by the Lessor, who shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.

24. The following rules shall be observed with respect to compactor equipment:
    i. All wet debris is to be securely wrapped or bagged in small package size to fit easily into the chute.
    ii. Debris should be completely drip-free before it leaves the apartment and carried to the garbage area in a careful manner and in a drip-proof container; then placed into the chute so that it will drop into the flue for disposal.
    iii. Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into the chute. Such items should be left in a neat manner on the floor in the garbage area.
    iv. Under no circumstances should carpet sweepings containing naphthalene, camphor balls or fakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans, or any other inflammable, explosive, highly combustible substances, or lighted cigarettes or cigar stubs be thrown into the compactor chute.
    v. Vacuum cleaner bags must never be emptied into the chute. Such dust, dirt, etc.; should be wrapped in a securely tied bag or package and then placed through the chute into the flue.

25. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests, and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

26. Smoking shall not be permitted in the elevators, hallways, or other public areas of the building. Smoking can interfere with the quiet enjoyment of other shareholders; therefore, smoking is discouraged in your apartment. If you must smoke in your apartment you must provide adequate air purifiers so no smoke from your apartment infiltrates other units or common areas and so other shareholders are not adversely affected by secondhand smoke.

27. Complaints regarding the service of the building shall be made in writing to the Managing Agent.

28. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

29. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors.

BY RESOLUTION OF THE BOARD OF DIRECTORS AT A REGULAR BOARD MEETING HELD ON MARCH 19, 1992.

AMENDED MAY 4, 2012.

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APPLICANT'S RELEASE

Re: _____

Unit #: _____

The undersigned applicant(s) is (are) submitting an application to purchase/lease the above referenced unit.

Applicant has submitted payment for certain fees including but not limited to fees to check applicants' credit and to process this application.

Applicant acknowledges that the application to purchase/lease the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning the building in its sole discretion and that if the application is not approved, no reason for the disapproval needs to be given. Whether the application is approved or not approved, certain costs and expenses will be incurred and the fees described above will not be refunded to the applicant(s).

_____ Date: _____
Applicant's Signature

_____ Date: _____
Co-Applicant's Signature

_____ Date: _____
Guarantor's Signature *(if applicable)*

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PET REGISTRATION FORM

Building Name: _____ Unit #: _____

Name of Pet Owner: _____

Home/Cell Telephone: _____ Work Telephone: _____

PET INFORMATION

Please list all pets separately:

Pet's Name	**Type**	**Breed**	**Age**	**Weight**	**License of I.D # (NYC registered pet)**

PET REFERENCES

Veterinarian: _____ Phone: _____

Address: _____

PET'S EMERGENCY CARETAKER

Name: _____ Phone: _____

Address: _____

Please attach the following to this form:

- Recent photo of your pet(s)
- Copy of the registration with the City of New York
- Immunization records

I have read and understand the Rules and Regulations pertaining to the pet policy for the above referenced building, and I and members of my household promise to fully comply.

Pet owner Signature: _____ Date: _____

Approval Signature: _____ Title: _____ Date: _____

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CORPORATION'S DESIGNATION OF OCCUPANT

Name of Corporation: _____ **Unit #:** _____

_____

Name(s) of each individual designated to occupy unit (if children, include age(s))**:**

_____ _____

_____ _____

_____ _____

_____ _____

Term of Occupancy: _____

Occupant's relationship to the Corporation: _____

_____
Name & Title of Authorized Officer

_____
Signature of Authorized Officer

_____
Date

85 Livingston Tenants Corporation
85 Livingston Street
Brooklyn, New York 11201

Security Camera Acknowledgment

RE: Apt. # _____

I/We acknowledge the following:

The undersigned is aware that there are security cameras installed in some of the common areas of 85 Livingston Street including all of the building elevators. The cameras record on a 24 hour basis and are viewed randomly and also for specific incidents that may be reported.

_____	_____
Applicant (Print)	Applicant (Signature)
_____	_____
Co-Applicant (Print)	Co-Applicant (Signature)
_____	_____
Occupant (Print)	Occupant (Signature)
_____	_____
Apt No.	Apt No.
_____	_____
Date	Date

85 Livingston Tenants Corporation
85 Livingston Street
Brooklyn, New York 11201

Insurance Acknowledgment

RE: Apt. # _____

I/We acknowledge the following:

85 Livingston Tenant Corp. requires that all residents and shareholders obtain Home Owners/ Rental Insurance immediately upon acceptance to reside in the building. The undersigned agrees to purchase Home Owners/Rental Insurance and maintain coverage for the entire period that they have a relationship with 85 Livingston Tenants Corp. The undersigned understands that they can be held personally liable if for any reason they fail to maintain their Homeowners/Rental Insurance Policy or do not provide sufficient coverage in case of a claim.

_____ _____

Applicant (Print) Applicant (Signature)

_____ _____

Co-Applicant (Print) Co-Applicant (Signature)

_____ _____

Apt No. Apt No.

_____ _____

Date Date

SUBLET POLICIES for 85 LIVINGSTON STREET
July 2016

(1) Any shareholder wishing to sublease their apartment must have resides in the apartment for at least two (2) years prior to requesting to sublease their apartment.

(2) You may sublet for a maximum of five (5) one-year terms. The term cannot be for less or more that one year. After five one year terms, the shareholder must reside in the apartment for a minimum of five (5) years before requesting to sublet again.

(3) The renewal of a sublet must be approved by the Board of Directors. You must forward to Management a letter of your intent to renew at least Sixty (60) days prior to expiration.

(4) Your subtenant(s) may only take occupancy of the apartment after you have been notified of Board approval. A fine of four (4) months maintenance will be charged to any shareholder who has sublet their apartment without first obtaining Board approval. For sublet renewals, Board approval must be obtained before the expiration date.

(5) Sublet Fee = 20% of the annual maintenance for the first year; 30% of the annual maintenance for the second year: 40% of the annual maintenance for the third year; 60% of the annual maintenance for the fourth year; 100% of the annual maintenance for the fifth year.

(6) Security deposit = Two (2) months maintenance (will be held in interest bearing account)

(7) Please allow four (4) weeks for the processing of your application

If you have any questions regarding the requirements of your application, please do not hesitate to contact Key Real Estate Associates, LLC.

SUBLEASE POLICY ACKNOWLEDGEMENT

85 LIVINGSTON TENANTS CORP.
85 Livingston Street
Brooklyn, NY 11201

Re: Apartment _____

This is to acknowledge that I/we have read, understand, and agree to abide by the sublease policy of
85 Livingston Tenants Corp. in effect.

_____	_____
Shareholder (Print)	Shareholder (Signature)
_____	_____
Co-Shareholder (Print)	Co-Shareholder (Signature)
_____	_____
Applicant (Print)	Applicant (Signature)
_____	_____
Co-Applicant (Print)	Co-Applicant (Signature)
_____	_____
Date	Date

RIDER TO SUBLEASE

The parties hereto agree as follows:

1. Action against undertenant. The Corporation shall have the right to maintain an action as the agent for the Overtenant to evict the Undertenant, at Overtenant's expense, if Undertenant violates the terms of the Proprietary Lease or this Rider.

2. Default under Proprietary Lease by Undertenant. A default by the undertenant under the Proprietary Lease will be deemed a default by the Undertenant under this Sublease.

3. Personal Jurisdiction. Overtenant and Undertenant each consent to personal jurisdiction in the State of New York in action commenced by the Corporation. Overtenant and Undertenant each agree that services may br made upon them in any legal manner at their respective addresses on page 1 of the sublease.

4. Insurance. Overtenant shall maintain liability insurance commonly known as "HO-4" or "co-op insurance" covering the premises and naming the Corporation as an additional insured, and shall file a Certificate evidencing such insurance with the Corporation prior to the commencement of the sublease.

5. No Grant of Rights to Undertenant. Undertenant acknowledges that nothing by this sublease shall give the Undertenant the right to further sublease the apartment, to perform alterations, or to exercise any of the other rights granted to Overtenant under the Proprietary Lease unless the corporation expressly consents. The parties acknowledge that the Corporation may withhold consent for any reason or for no reason. This clause shall supersede any contrary clause in this agreement or any verbal understanding between the parties.

6. Window Guards. Undertenant acknowledges receipt of the Proprietary Lease, House Rules, and the Window Guard Rider required pursuant to Section 131.15 of the New York City Health Code, and agrees to comply with all of the requirements of each.

7. Default by Overtenant. If the Overtenant shall at any time default in the payment of any rent or additional rent, the Corporation, at its option, may demand and receive from Undertenant the rent due or becoming due from the Undertenant to the Overtenant to the Corporation. Any payments by Undertenant to the Corporation shall constitute a discharge of the obligation of the Undertenant to the Overtenant to the extent of the amount so paid. The acceptance of rent from the Undertenant shall not be deemed a consent to or approval of any subletting or assignment by the Overtenant, or a release or discharge of any of the obligations of the Overtenant under the Proprietary Lease.

8. Benefit of Corporation. The parties acknowledge that this Rider is executed for the benefit of the Corporation, and that the Corporation shall be deemed a third-party beneficiary of the Rider. In case of any conflict between the balance of the sublease and this Rider, this Rider shall control.

9. No Release of Overtenant. Nothing contained in this Sublease shall be deemed to constitute a release of Overtenant from any of its obligations as lessee under the Overlease. Overtenant shall remain fully liable for the performance of all of the obligations of the lessee under the Overlease and shall be fully responsible and liable to the Corporation for all acts or omissions of Undertenant (or anyone claiming by, through or under Overtenant) that shall be a violation of any of the obligations of the lessee under the Overlease.

10. No Waiver. Nothing herein contained in this Sublease shall be deemed to (a) increase, amend, modify, or extend any of the Corporation's obligations under the Overlease in any way whatsoever, or (b) diminish, restrict, limit, forfeit or waive any of the Corporation's rights under the Overlease in any way whatsoever.

11. Residential Use. Undertenant shall use and occupy the Apartment for residential purposes only.

12. Definitions. As used in this Rider, "Overtenant" refers to the tenant-shareholder of the Apartment; "Undertenant" refers to the person subleasing the Apartment from the Overtenant; "Corporation" refers to the cooperative corporation which owns the premises in which the Apartment is located; and "Proprietary Lease" refers to the lease or Occupancy Agreement for the Apartment between the Corporation and Overtenant.

Overtenant: _____

_____

Undertenant: _____

_____

Address: _____

Apt.: _____

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CURRENT UNIT OWNER'S PERSONAL INFORMATION

Unit #: _____

Unit Owner's Name: _____

Unit Owner's Forwarding Address: _____

_____

Unit Owner's Business Address: _____

_____

Unit Owner's Daytime Phone Number: _____

Unit Owner's Evening Telephone Number: _____

Unit Owner's Cell Phone Number: _____

Unit Owner's Email Address: _____

DATE

ADDENDUM TO SUBLEASE APPLICATION (TO BE FILLED OUT BY SHAREHOLDER)

Shareholder(s): _____

Apt.: _____ Date: _____

(1) WHY ARE YOU SUBLETTING ? (Please give detailed reason)

_____

_____

_____

_____

(2) FOR HOW LONG DO YOU EXPECT TO SUBLET YOUR APARTMENT (INCLUDING RENEWALS IF PERMITTED)?

_____

_____

(3) HOW DID YOU OBTAIN PROSPECTIVE SUBTENANT?

_____

_____

_____

_____

(4) HOW LONG HAVE YOU LIVED IN THE BUILDING?

_____

(5) HAVE YOU PREVIOUSLY SUBLEASED YOUR APARTMENT? IF SO, PLEASE SPECIFY:

_____

_____

_____

Point of Service Agreement

Designation of Agent for Service

I/We, _____(Shareholder), residing at _____(Corporation address), City of New York, State of New York, does hereby designate_____ (Agent) as his/her agent for service pursuant to CPLR 318.

_____ _____
(Shareholder) DATE (Shareholder) DATE

_____ _____
WITNESS for Shareholder WITNESS for Shareholder

Consent of Agent for Service

I/We, _____(Agent), residing at, or having a business located at _____, the person designated as agent for service pursuant to CPLR 318, do hereby consent to act under the above designation in matters only as they relate to _____(the Corporation), located at _____ Apt. _____, New York, New York will be covered under this Point of Service Agreement, including but not limited to Non-payment of maintenance and sundry charges, the Occupant(s) of the apartment, or problems related but not limited to proper access to the apartment.

_____ _____
SIGNATURE OF DESIGNEE FOR POINT OF SERVICE DATE

SIGNATURE FOR POINT OF SERVICE DESIGNEE MUST BE NOTARIZED

STATE OF NEW YORK }
} SS:
COUNTY OF NEW YORK }

On the _____day of_____, 20____ before me personally appeared _____, to be known to me to be the individual described in and who executed the foregoing Point of Service, and duly acknowledged to me that he/she executed the same.

_____
NOTARY PUBLIC

85 Livingston Tenants Corporation
85 Livingston Street
Brooklyn, New York 11201

Insurance Acknowledgment

RE: Apt. # _____

I/We acknowledge the following:

85 Livingston Tenant Corp. requires that all residents and shareholders obtain Home Owners/ Rental Insurance immediately upon acceptance to reside in the building. The undersigned agrees to purchase Home Owners/Rental Insurance and maintain coverage for the entire period that they have a relationship with 85 Livingston Tenants Corp. The undersigned understands that they can be held personally liable if for any reason they fail to maintain their Homeowners/Rental Insurance Policy or do not provide sufficient coverage in case of a claim.

_____ _____
Shareholder (Print) Shareholder (Signature)

_____ _____
Co- Shareholder (Print) Co- Shareholder (Signature)

_____ _____
Apt No. Apt No.

_____ _____
Date Date

STANDARD FORM OF COOPERATIVE APARTMENT SUBLEASE

THE REAL ESTATE BOARD OF NEW YORK, INC.

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PREAMBLE: This Sublease contains the agreements between You and Owner concerning the rights and obligations of each party. You and Owner have other rights and obligations which are set forth in government laws and regulations.

You should read this Sublease carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Sublease, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Sublease except for obligations arising under the Cooperative Documents (as defined in Article 4). You understand that any agreements made before or after this Sublease was signed and not written into it will not be enforceable.

THIS SUBLEASE is made as of _____ (month) _____ (day) _____ (year) between Owner, the Sublessor _____, whose address is _____, and You, the Sublessee, _____, whose address is _____.

1. APARTMENT AND USE

Owner agrees to sublease to You Apartment _____ on the _____ floor in the cooperative apartment building at _____, Borough of _____, City and State of New York (the "Building"). You shall use the Apartment for living purposes only. The Apartment may be occupied only by You and the following Permitted Occupants: _____.

You acknowledge that: (i) this Sublease may not commence until the occupancy of the Apartment by You and the Permitted Occupants has been approved by the Board of Directors of _____("Apartment Corporation"); and (ii) no other person other than You and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner and the Apartment Corporation.

2. LENGTH OF SUBLEASE

The term (that means the length) of this Sublease will begin on _____and will end on _____. If You do not do everything You agree to do in this Sublease, Owner may have the right to end this Sublease before the ending date. If Owner does not do everything that Owner agrees to do in this Sublease, You may have the right to end the Sublease before the ending date. You acknowledge that the term of this Sublease may be reduced as authorized by Article 6.

3. RENT

Your monthly rent for the Apartment is $_____. You must pay Owner the rent, in advance, on the first day of each month either to Owner at the above address or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Sublease if the Sublease begins on the first day of the month. If the Sublease begins after the first day of the month, You must pay when You sign this Sublease: (i) the part of the rent from the beginning date of this Sublease until the last day of the month, and (ii) the full rent for the next full calendar month.

4. COOPERATIVE DOCUMENTS

This Sublease shall be subject and subordinate to: (i) the Proprietary Lease for the Apartment between Apartment Corporation, as lessor, and Owner, as lessee; (ii) the Rules and Regulations of the Apartment Corporation (which are sometimes called House Rules); and (iii) the By-Laws of the Apartment Corporation. (The Proprietary Lease, the Rules and Regulations and the By-Laws of the Apartment Corporation and all amendments thereto, including any amendments subsequent to the date hereof, are collectively called the "Cooperative Documents".) In the event of any inconsistency between the provisions of this Sublease and the Cooperative Documents, the provisions of the Cooperative Documents shall govern and be binding.

You and the Permitted Occupants of the Apartment shall faithfully observe and comply with the Cooperative Documents, other than the provisions of the Cooperative Documents required to be performed by Owner (which include the payment of rent for the Apartment to the Apartment Corporation). You and the Permitted Occupants of the Apartment shall not undertake any action which, if performed by Owner, would constitute a violation of the Cooperative Documents. You have reviewed the Cooperative Documents or waived their examination.

5. SECURITY DEPOSIT

You are required to give Owner the sum of $_____ when You sign this Sublease as a security deposit, which is called in law a trust. Owner will deposit this security in _____ bank at _____, New York. This security account shall not bear interest.

If You carry out all of your agreements in this Sublease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of your own, Owner will return to You the full amount of your security deposit within 60 days after this Sublease ends. However, if You do not carry out all your agreements in this Sublease, Owner may keep all or part of your security deposit which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

If Owner sells the Apartment, Owner will turn over your security either to You or to the person buying the Apartment within 5 days after the sale. Owner will then notify You, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new owner will become responsible to You for the security deposit.

6. IF YOU ARE UNABLE TO MOVE IN

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Sublease. If this happens for reasons beyond Owner's reasonable control, including the failure to obtain the consent of the Apartment Corporation to this Sublease prior to the beginning date, Owner will not be responsible for your damages or expenses and this Sublease will remain in effect. However, in such case, the Sublease will start on the date when You can move in; the ending date of this Sublease as specified in Article 2 will remain the same. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Sublease as stated in Article 2, this Sublease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

7. CAPTIONS

In any dispute arising under this Sublease, in the event of a conflict between the text and a caption, the text controls.

8. WARRANTY OF HABITABILITY

A. All of the sections of this Sublease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Sublease. Nothing in this Sublease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. You will do nothing to interfere to make more difficult the Apartment Corporation's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

9. CARE OF YOUR APARTMENT; END OF SUBLEASE-MOVING OUT

A. You will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Sublease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of your own.

B. When the Sublease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. If the Apartment Corporation imposes any "move-out" deposits or fees, You shall pay any such deposit or fee when requested by the Apartment Corporation. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Sublease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Sublease.

10. CHANGES AND ALTERATIONS TO APARTMENT

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without first obtaining the prior written consent of Owner and, if required under the Proprietary Lease, the Apartment Corporation. Without Owner's and/or the Apartment Corporation's prior written consent, You cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's and/or the Apartment Corporation's opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, You cannot place in the Apartment water-filled furniture.

11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

A. GOVERNMENT LAWS AND ORDERS. You will obey and comply: (i) with all present and future city, state and federal laws and regulations which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the prior written consent of the Apartment Corporation is obtained.

B. APARTMENT CORPORATION'S RULES AFFECTING YOU. You will obey all of the Cooperative Documents other than the provisions of the Cooperative Documents required to be performed by Owner.

C. YOUR RESPONSIBILITY. You are responsible for the behavior of yourself, the Permitted Occupants of the Apartment, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment, have not obeyed government laws and orders, the Cooperative Documents or this Sublease.

12. OBJECTIONABLE CONDUCT

You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment will not engage in objectionable conduct in the Building. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other occupants of the Building. Objectionable conduct by You gives Owner the right to end this Sublease.

13. SERVICES AND FACILITIES

A. REQUIRED SERVICES. The Apartment Corporation will provide cold and hot water and heat, as required by law, repairs to the Apartment, as required by the Proprietary Lease, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in subparagraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent _____

C. ELECTRICITY AND OTHER UTILITIES. If the Apartment Corporation provides electricity or gas for a separate, submetered charge, your obligations to the Apartment Corporation and/or Owner are described in a rider attached to this Sublease. If electricity or gas is not included in the rent and is not charged separately by the Apartment Corporation and/or Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service and cable television service if the cost of any such service is not included in the rent.

D. APPLIANCES. Appliances supplied by Owner in the Apartment are for your use. They are in good working order on the date hereof and will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.

E. FACILITIES. If the Apartment Corporation permits Owner to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment, and provided such use is transferable to You by Owner pursuant to the Cooperative Documents, the use of any such facility will be furnished to You free of charge and at your own risk. You will operate at your expense any coin operated appliances located in any such facility.

14. INABILITY TO PROVIDE SERVICES

Because of a strike, labor, trouble, national emergency, repairs, or any other cause beyond Owner's and the Apartment Corporation's reasonable control, Owner and the Apartment Corporation may not be able to provide or may be delayed in providing any services or in making any repairs to the Apartment and/or the Building. In any of these events, any rights You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

15. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner, Owner's representatives and agents or employees of the Apartment Corporation may enter the Apartment for the following reasons:

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment; and to make any necessary repairs or changes Owner or the Apartment Corporation decide are necessary. Your rent will not be reduced because of any of this work, unless the rent payable by Owner under the Proprietary Lease is reduced.

B. To show the Apartment to persons who may wish to become owners of the Apartment or may be interested in lending money to Owner

C. For two months before the end of the Sublease, to show the Apartment to persons who wish to sublease it.

D. If, during the last month of the Sublease, You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs or redecorations. Your rent will not be reduced for that month and this Sublease will not be ended by Owner's entry.

E. If, at any time, You are not personally present to permit Owner, Owner's representatives or the agents and employees of the Apartment Corporation, to enter the Apartment and entry is necessary or allowed by law, under the Proprietary Lease or this Sublease, Owner, Owner's representatives or the agents and employees of the Apartment Corporation may nevertheless enter the Apartment. Owner, Owner's representatives or the agents and employees of the Apartment Corporation may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, any authorized party is negligent or misuses your property.

16. ASSIGNING; SUBLETTING; ABANDONMENT

A. Assigning and Subletting. You cannot assign this Sublease or sublet the Apartment. You acknowledge that Owner may refuse any request made by You to assign this Sublease or to further sublet the Apartment for any reason or no reason.

B. Abandonment. If You move out of the Apartment (abandonment) before the end of this Sublease without the consent of Owner, this Sublease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Sublease. In case of abandonment your responsibility for rent will end only if Owner chooses to end this Sublease for default as provided in Article 17.

17. DEFAULT

A. You default under the Sublease if You act in any of the following ways:

(i) You fail to carry out any agreement or provision of this Sublease;
(ii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment behave in an objectionable manner;
(iii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment violate any of the Cooperative Documents;
(iv) You do not take possession or move into the Apartment 15 days after the beginning of this Sublease; or
(v) You and the Permitted Occupants of the Apartment move out permanently before this Sublease ends.

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

B. If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Sublease will end 6 days after the date the second written notice is sent to You. At the end of the 6-day period, this Sublease will end, You then must move out of the Apartment. Even though this Sublease ends, You will remain liable to Owner for unpaid rent up to the end of this Sublease, the value of your occupancy, if any, after the Sublease ends, and damages caused to Owner after that time as stated in Article 18.

C. If You do not pay your rent when this Sublease requires after a personal demand for rent has been made, or within 3 days after a statutory written demand for rent has been made, or if the Sublease ends Owner may do the following: (i) enter the Apartment and retake possession of it if You have moved out; (ii) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

Once this Sublease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate this Sublease.

18. REMEDIES OF OWNER AND YOUR LIABILITY

If this Sublease is ended by Owner because of your default, the following are the rights and obligations of You and Owner.

A. You must pay your rent until this Sublease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.

B. Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Sublease. Owner may re-rent to a new subtenant at a lesser rent or may charge a higher rent than the rent in this Sublease.

C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:

(i) the difference between the rent in this Sublease and the amount, if any, of the rents collected in any later sublease of the Apartment for what would have been the remaining period of this Sublease; and
(ii) Owner's expenses for the cost of putting the Apartment in good condition for re-rental; and
*** (iii) Owner's expenses for attorney's fees (*Delete if inapplicable*).

D. You shall pay all damages due in monthly installments on the rent day established in this Sublease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent subtenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another subtenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

19. ADDITIONAL OWNER REMEDIES

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You agreed to do, Owner has the right to ask a Court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this Sublease.

20. FEES AND EXPENSES

A. You must reimburse Owner for any of the following fees and expenses incurred by Owner:

(i) Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse or negligence by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You;
(ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concern-

writing, (ii) signed by or in the name of Owner or Owner's agent, and (iii) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to You under this agreement is the date of delivery or mailing of such notice.

B. Notices to Owner. If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Sublease or at another address of which Owner or Agent has given You written notice.

27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Sublease, the relationship of You and Owner as sublessee and sublessor or your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims or personal injury or property damage.

B. If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

28. NO WAIVER OF SUBLEASE PROVISIONS

A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Sublease the failure of Owner to make action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You against do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Sublease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due unless there is a written agreement between You and Owner.

D. Any agreement to end this Sublease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by either any employee or agent of the Apartment Corporation, Owner's representatives or Owner, this Sublease is not ended.

E. This Sublease, or any provision hereof, may not be modified, amended, extended, waived or abrogated without the prior written consent of the Apartment Corporation.

29. CONDITION OF THE APARTMENT

When You signed this Sublease, You did not rely on anything said by Owner, Owner's representatives or the Apartment Corporation's employees, agents, or superintendent about the physical condition of the Apartment, the Building or the land on which is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Sublease and signed by both You and Owner. Before signing this Sublease, You have inspected the Apartment and You accept it in its present condition "as is", except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in a rider attached to this Sublease.

30. DEFINITIONS

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" is the person or organization that owns the shares of stock of the Apartment Corporation appurtenant to the Apartment and is the lessee under the Proprietary Lease for the Apartment. It does not include a former Owner, even if the former Owner signed this Sublease.

B. You. The Term "You" means the person or persons signing this Sublease as sublessee and the successors and assigns of the signer. This Sublease has established a sublessor-sublessee relationship between Owner and You.

31. SUCCESSOR INTERESTS

The agreements in this Sublease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment or by transfer.

32. TERMINATION OF PROPRIETARY LEASE

You acknowledge that if the Proprietary Lease is terminated by the Apartment Corporation, this Sublease shall terminate and come to an end 30 days after the Proprietary Lease is terminated. In such event, Owner shall return to You pay rent paid in advance on a pro rata basis.

33. INSURANCE

You may obtain liability insurance insuring You, the Permitted Occupants of the Apartment, your servants and people visiting the Apartment, and personal property insurance insuring your furniture and furnishings and other items of personal property located in the Apartment. You may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment. You acknowledge that Owner may not be required to maintain any insurance with respect to the Apartment.

34. CONSENT

You shall furnish to the Apartment Corporation or its managing agent, within 5 business days after the date of this Sublease, such personal and financial references and additional information concerning You and the Permitted Occupants of the Apartment as may be requested in order to obtain the consent of the Apartment Corporation to this Sublease, including the submission of any application requested by the Apartment Corporation. You and the Permitted Occupants shall attend one or more personal interviews with members of the Board of Directors of the Apartment Corporation if requested. If the Apartment Corporation imposes any subleasing surcharge upon the rent payable by Owner under the Proprietary Lease during the term of this Sublease, any such subleasing surcharge shall be payable by Owner to the Apartment Corporation.

You acknowledge that this Sublease will not commence and that You and the Permitted Occupants shall have no right to occupy the Apartment until the consent of the Apartment Corporation is obtained to this Sublease. If consent of the Apartment Corporation has not been obtained by the date specified in Article 2 as the beginning date of this Sublease, You shall have no obligation to pay rent until such consent has been obtained. All rent prepaid for the period You are unable to occupy the Apartment because of the lack of the Apartment Corporation's consent shall be applied by Owner to subsequent rent payable hereunder. If consent to this Sublease by the Apartment Corporation is not obtained within 30 days after the date specified in Article 2 as the beginning date of this Sublease, this Sublease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

35. FURNITURE *[DELETE IF INAPPLICABLE]*

The Apartment is being subleased as fully furnished; a rider attached to this Sublease lists all furniture and furnishings contained in the Apartment. You shall accept the furniture and furnishings contained in the Apartment "as is" on the commencement date of this Sublease. Owner represents that all such furniture and furnishings are in good repair and in working order on the commencement date of this Sublease except as may be noted in such rider.

You shall take good care of the furniture and furnishings in the Apartment during the pendency of this Sublease and shall be liable for any damages caused by You to such furniture and furnishings. You shall not be responsible for any damages to such furniture and furnishings not caused by You or caused by ordinary wear and tear. You shall surrender such furniture and furnishings when this

ing the Apartment or the Building which You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You have caused;

(iii) Preparing the Apartment for the next subtenant if You move out of the Apartment before the Sublease ending date without Owner's prior written consent;

*** (iv) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a default by You for defending lawsuits brought against Owner because of the actions of You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You (*Delete if inapplicable*);

(v) Removing all of your property after this Sublease is ended;

(vi) Any miscellaneous charges payable to the Apartment Corporation for services You requested that are not required to be furnished You under this Sublease for which services You have failed to pay the Apartment Corporation and which Owner has paid;

(vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Sublease or the Cooperative Documents by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You.

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Sublease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Owner agrees that unless subparagraph (iv) of subparagraph 20 A has been stricken out of this Sublease, You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law Section 234.

C. You shall pay the Apartment Corporation on demand for the cost of any miscellaneous charges payable to the Apartment Corporation for services You requested that are not required to be furnished You under this Sublease.

21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Unless caused by the negligence or misconduct of Owner, Owner's representatives or the agents and employees of the Apartment Corporation, none of these authorized parties are responsible to You for any of the following: (i) any loss of or damage to You or your property in the Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of or damage to your property delivered to any agent or employee of the Apartment Corporation (i.e. doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to You by actions, negligence or violations of the Cooperative Documents by any other tenant or person in the Building except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of the Apartment Corporation. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner or the Apartment Corporation. Owner will not be liable to You for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Sublease.

22. FIRE OR CASUALTY

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Sublease will continue unless ended by Owner under subparagraph C below or by You under subparagraph D below. However, the rent will be reduced immediately. This reduction will be based upon the square footage of the part of the Apartment which is unusable.

B. Owner and/or the Apartment Corporation will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below.

C. After a fire, accident or other casualty in the Building, the Apartment Corporation may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Sublease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives You such notice, this Sublease will end 60 days from the last day of the calendar month in which You were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Sublease. If You give that notice, this Sublease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.

E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

F. You acknowledge that if fire, accident, or other casualty causes damage to any of your personal property in the Apartment, including, but not limited to your furniture and clothes, neither the Owner nor the Apartment Corporation will be responsible to You for the repair or replacement of any such damaged personal property unless such damage was a result of the Owner's or the Apartment Corporation's negligence.

23. PUBLIC TAKING

The entire Building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Sublease shall end on the date the government or agency take title. You shall have no claim against Owner for any damage resulting; You also agree that by signing this Sublease, You assign to Owner any claim against the government or government agency for the value of the unexpired portion of this Sublease.

24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

All leases and mortgages of the Building or of the land on which the Building is located and the Proprietary Lease for the Apartment now in effect or made after this Sublease is signed, come ahead of this Sublease. In other words, this Sublease is "subject and subordinate to" the Proprietary Lease and any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of any such lease or mortgage can end this Sublease. If this happens, You agree that You have no claim against Owner or such Sublease or mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner or the Apartment Corporation requires.

You also agree to sign (if accurate) a written acknowledgment to any third party designated by Owner that this Sublease is in effect, that Owner is performing Owner's obligations under this Sublease and that You have no present claim against Owner.

25. YOUR RIGHT TO LIVE IN AND USE THE APARTMENT

Provided the Apartment Corporation's consent to the Sublease is obtained, if You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Sublease, your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23 and 24.

26. BILLS AND NOTICE

A. Notices to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it is: (i) in

Sublease terminates in the same condition as on the date this Sublease commenced, subject to ordinary wear and tear. If any repairs are required to the furniture and furnishings in the Apartment when this Sublease terminates, You shall pay Owner upon demand the cost of any required repairs.

You may not remove any furniture or furnishings from the Apartment or change the location of any such furniture or furnishings during the pendency of this Sublease without Owner's prior written consent.

36. BROKER *[DELETE EITHER SUBPARAGRAPH A OR B]*

A. You represent to Owner that You have not dealt with any real estate broker(s) in connection with the subleasing of the Apartment other than _____, [and that _____ is your real estate broker in connection with the subleasing of the Apartment (*Delete bracket if inapplicable)*]. You will compensate such broker(s) in accordance with a separate agreement. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representations.

B. You represent to Owner that you have not dealt with any real estate broker in connection with the subleasing of the Apartment. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representation.

37. LEAD PAINT DISCLOSURE *[DELETE IF THE BUILDING WAS ERECTED AFTER 1978]*

Simultaneously with the execution of this Sublease, You and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Sublease. You acknowledge receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

38. PETS *[DELETE EITHER SUBPARAGRAPH A OR B]*

A. You may not keep any pets in the Apartment.

B. If authorized by the Cooperative Documents, You may keep pets in the Apartment provided: (i) You obtain the prior written consent of Owner; and (ii) You comply with the Cooperative Documents with respect to the keeping of pets in the Building.

39. KEYS

Owner shall retain keys to all locks of the Apartment. If You make any changes to any such lock, You must deliver keys to Owner, and to the Apartment Corporation or its managing agent. At the end of this Sublease, You must deliver to Owner all keys to the Apartment. If You fail to return any keys, You shall pay Owner the cost of replacing any such keys.

40. WINDOW GUARDS

You shall complete and deliver to the Apartment Corporation, when requested, a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York. You acknowledge that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

41. OWNER'S DEFAULT TO APARTMENT CORPORATION

If: (i) Owner defaults in the payment to the Apartment Corporation of rent or other charges payable under Owner's Proprietary Lease for the Apartment; (ii) the Apartment Corporation notifies You of such default; and (iii) the Apartment Corporation instructs You to pay the rent under this Sublease to the Apartment Corporation, then You shall pay all future installments of rent payable under this Sublease to the Apartment Corporation until such time as the Apartment Corporation advises that the Owner's default has been cured. Owner acknowledges that if You pay any installment of rent payable under this Sublease to the Apartment Corporation as herein provided, You have satisfied your obligation to pay any such installment of rent to Owner. Nothing contained in this Article shall suspend your obligation to pay rent under this Sublease.

42. BINDING EFFECT

It is expressly understood and agreed that this Sublease shall not constitute an offer or create any rights in your favor, and shall in no way obligate or be binding upon Owner, and this Sublease shall have no force or effect until this Sublease is duly executed by You and Owner and a fully executed copy of this Sublease is delivered to both You and Owner.

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS SUBLEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

WITNESS:

_____(L.S.)
Owner's Signature

_____(L.S.
Sublessee's Signature

_____(L.S.)
Sublessee's Signature

GUARANTY

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Sublessee of all the agreements, provisions and rules in the attached Sublease. Guarantor agrees to waive all notices when Sublessee is not paying rent or not observing and complying with all of the provisions of the attached Sublease. Guarantor agrees to be equally liable with Sublessee so that Owner may sue Guarantor directly without first suing Sublessee. The Guarantor further agrees that this guaranty shall remain in full effect even if the Sublease is renewed changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any such action, proceeding or counterclaim brought against the other on any matters concerning the attached Sublease or the Guaranty.

Dated ___

_____ Witness

_____Guarantor

_____Address

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.